

**THE CITY OF MURFREESBORO
PARKS & RECREATION DEPARTMENT
INVITATION TO BID
ITB-4-2015**

The City of Murfreesboro ("City") will receive and publicly open sealed bids in the City Manager's Office, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139, telephone number (615) 849-2629. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED:

BID TITLE: Playground Resurfacing – General Bragg Trailhead

CITY CONTACT PERSON: Althea Pemsel, Purchasing Department

TELEPHONE NUMBER: (615) 849-2629

FAX NUMBER: (615) 849 2679

E-MAIL ADDRESS: purchasing@murfreesborotn.gov

PRE-BID/SITE VISIT: March 20, 2015 at 10:00 am

**City of Murfreesboro
111 West Vine Street, Civic Plaza
Murfreesboro, TN 37129**

BID OPENING DATE: March 30, 2015

BID OPENING TIME: 3:00 p.m., Murfreesboro Tennessee local time

All bid responses must be received and acknowledged in the City Manager's Office on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.

SUBMIT BID RESPONSE IN SEALED ENVELOPE TO

**City of Murfreesboro
City Manager's Office
Post Office Box 1139
111 West Vine Street
Murfreesboro, Tennessee 37133-1139**

Bid envelope must include the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

1. INSTRUCTIONS AND CONDITIONS

1.1. Submission.

The City is seeking bids for the provision of services set forth in the scope of project and specifications. Sealed bids must be received by the City at the Office of the City Manager, City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139, until **3:00 p.m. local time on Monday, March 30, 2015**. Late bids will not be considered and will be returned unopened.

1.2. Deadline and Late Responses.

No bids received after bid opening date and time will be accepted. Bids postmarked on the bid opening date but received in the City Manager's office after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bids that are mailed or sent via private delivery services. The City will not accept bids submitted by fax or electronic mail.

1.3. Organization of Bid and Completeness.

Please submit an original plus three (3) copies and an electronic copy on CD or thumb drive of the bid to the City Manager's Office at the address set forth in 1.1 above. Bid envelope must also contain information specified in 1.13 regarding licensure if applicable. Failure to provide this information on the envelope may result in the bid not being considered. Bidders must allow sufficient time to ensure receipt of the bid. It shall be the sole responsibility of the bidder to have the bid delivered to the City before the bid deadline. Each bid shall include the information requested in Section 3 and shall include a completed bid form.

Partial or incomplete bids will be rejected. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. Erasures, white-outs, type overs, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission.

1.4. Signature.

All bids must be signed by a duly authorized officer of the company empowered with the legal right to bind the company. A typed name will not be acceptable without the person's written signature as well. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid. All submitted bids must be binding for a period of ninety (90) days from the bid submission deadline.

1.5. Response to Terms and Conditions.

Unless an exception is taken, the awarded contract will contain the requirements of this Invitation to Bid. In its sole discretion, the City reserves the right to either consider or reject any bid which takes exception to the specifications or attached contract.

1.6. Completeness of Invitation to Bid ("ITB").

These documents constitute the complete set of specification requirements and ITB. The bidder is responsible for insuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package and immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City's Contact Person.

1.7. Bid Interpretation. Communication with the Murfreesboro Parks & Recreation Department.

The Murfreesboro Parks & Recreation Department has designated Lanny Goodwin, Director, to be responsible for coordinating communications between the department and firms submitting bids. If additional information is required in order to make an interpretation of items in this ITB, written questions (including faxes or e-mails) will be accepted until five (5) days prior to the bid opening date. All questions regarding the ITB should be addressed to:

Purchasing Department
City of Murfreesboro
P.O. Box 1139
Murfreesboro, TN 37133-1139
Email: purchasing@murfreesborotn.gov

The City specifically requests that no contact concerning this ITB be made with any other City personnel until the selection process has been completed. Failure to honor this requirement will be viewed negatively in the selection process and may result in the disqualification of a bid.

1.8. Discrepancies, Errors, and Omissions.

Any discrepancies, errors, omissions, or ambiguities in this ITB, the specifications or addenda (if any) should be reported to the contact person for the Parks & Recreation Department. If necessary, a written addendum will be issued to firms on record and the addendum will be incorporated in the ITB and will become part of the contract. The City will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

1.9. Errors.

Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.

1.10. Subcontracting.

If any part of the work is, or is to be, subcontracted, the bidder shall provide within the ITB a description of the subcontracting organization and the contractual arrangements made therewith. All subcontractors will be subject to approval by the City. The successful bidder will also furnish the corporate or company name and the names of the officers or principals of said companies proposed as subcontractors by the bidder.

1.11. Bid Modification.

Bids may be modified, withdrawn, and/or resubmitted in writing to the City prior to the deadline for bid submission. After this deadline, no withdrawals or resubmissions may be made for any reason

1.12. Tax Exempt.

The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the warded firm. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.

1.13. Contractor's License.

Pursuant to Tennessee Code Annotated Title 62, Chapter 6, Part 1, if a bid is \$25,000 or above, bidder must be a licensed contractor as required by the Contractor's Licensing Act of 1976, Public Chapter No. 822 of the General Assembly of the State of Tennessee as amended. In accordance with T.C.A. §62-6-119, Bidder shall place their bid in an envelope showing: (1) the bidder's name, license number, expiration date thereof, and license classification of the contractor applying to bid for the prime contract; (2) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the masonry contract (if applicable) where the total cost of the materials and labor for the masonry portion of the construction project exceeds one hundred thousand dollars (\$100,000); (3) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the electrical, plumbing, heating, ventilation, or air conditioning contracts except when such contractor's portion of the construction project is less than twenty-five thousand dollars (\$25,000); (4) For each vertical closed loop geothermal heating and cooling project, the company name, department of environment and

conservation license number, classification (G, L or G,L) and the expiration date, except when the geothermal portion of the construction project is in an amount less than twenty-five thousand dollars (\$25,000); (5) Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars (\$100,000), materials and labor, the electrical, plumbing, heating, ventilation or air conditioning or the geothermal heating and cooling must be so designated; and (6) Only one (1) contractor in each of the classifications listed above shall be written on the bid envelope or provided within the electronic bid document.

Bids not conforming with this provision shall not be opened. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.

1.14. Performance/Payment Bond.

A performance bond, payment bond, cashier's check, or letter of credit in the total amount of the bid, along with a corporate surety approved by the City, will be required for the faithful performance of the Contract. Awarded Contractor should utilize the attached Bond for Performance and Payment or such bonds with equivalent language in a form acceptable to the City. (Attachment D).

Attorneys-in-fact who sign the bid bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney. The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within fifteen (15) days from the date when notice of award is delivered to the Bidder. The notice of award shall be accompanied by the necessary agreement. In case of failure of the Bidder to execute the Agreement, the City may, at its option, consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the City. Within ninety (90) calendar days of receipt of acceptable performance bond, payment bond, and agreement signed by the party to whom the agreement was awarded, the City shall sign the agreement and return to such party an executed duplicate of the agreement. Should the City not execute the agreement within such period, the bidder may by written notice withdraw its signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the City.

1.15. Drug-Free Workplace.

Pursuant to T.C.A. §50-9-113, a Bidder must have a Drug-Free Workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9 in effect at the time of submission of its bid, at least to the extent required of governmental entities.

The City of Murfreesboro has a Drug-Free Workplace Program certified by the Tennessee Department of Labor and Workforce Development pursuant to Title 50, Chapter 9. The City of Murfreesboro Drug-Free Workplace Program is set forth in City of Murfreesboro Employee Handbook Sections 3005 and 3006 (copies are available without charge upon request). City of Murfreesboro Employee Handbook Sections 3005 and 3006 provide for the random testing, reasonable suspicion testing, pre-employment testing, promotion or transfer testing, post-accident testing, return-to-duty testing, and follow-up testing of all employees classified as safety sensitive or as CDL employees for alcohol and/or drugs. Additionally, Murfreesboro Employee Handbook Section 3005 provides for reasonable suspicion testing, return-to-duty testing and follow-up testing for non-safety sensitive employees for drugs and alcohol. Such testing is conducted using the same standards as in the United States Department of Transportation Regulations established for the drug and alcohol testing of CDL operators. A bidder for construction services is required to submit an Affidavit as part of its bid that attests that such bidder operates a Drug-Free Workplace Program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City of Murfreesboro. (See Attachment C)

Bidder may satisfy this requirement by attaching a copy of a Certificate of Compliance with the applicable provisions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development to the City to the required Affidavit. Pursuant to T.C.A. §50-9-114(b),

unless suit is filed in Chancery Court, bidders shall have seven (7) calendar days to contest a contract entered into by contractors subject to the provisions of this section. Bidders who do not contest such contracts within seven (7) calendar days by filing suit in Chancery Court waive any right to challenge such contract for violating the provisions of T.C.A. §50-9-113 and T.C.A. §50-9-114. Such suits shall be brought in the Chancery Court for Rutherford County.

1.16. Permits.

The Contractor shall secure and pay for any permits and governmental fees, licenses and inspections necessary for proper execution and completion of the work which are customarily secured after execution of the Contract and which are legally required when bids are received.

1.17. Building and Safety Codes.

The awarded bidder must strictly comply with federal, state, and local building and safety codes. The successful bidder will obtain and pay for all permits, including City permits necessary to complete the work.

1.18. Pricing Effective for Ninety (90) Days.

The successful bidder shall provide in the bid price the cost for services rendered and the various components of equipment, including all parts, labor, accessories and any other standard equipment, necessary to make these items function as intended. Bids shall remain open for acceptance for ninety (90) days after bid submittal. If, in the bidder's opinion, additional equipment or services are necessary to complete the repairs, this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms set forth in this ITB.

1.19. Approval Required.

No award or acquisition can be made until approved by the City Council. The City will not be obligated to bidders for equipment and/or services until the completion of a signed contract approved by authorized officials of the City. This solicitation in no manner obligates the City to the eventual rental, lease, or purchase of any equipment or services described, implied, or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract.

1.20 Consideration of Bid.

In addition to the price, the following aspects will also be considered in the award of a contract:

- a. The ability of the bidder to perform the contract or to provide the material for service required;
- b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
- c. The character, integrity, reputation, experience and efficiency of the bidder;
- d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- e. Terms and conditions stated in bid;
- f. Compliance with specifications or the ITB; and,
- g. Utilization of the format set forth in Section 3 for submittal of a bid.

1.21 Terms and Conditions.

The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which, in the judgment of the governing body, is in the best interest of the City.

1.22 Withdrawal of Bid.

No bidder may withdraw its bid for a period of ninety (90) days after the date and time set for the opening of the responses. In the event the City awards a contract to a bidder and during such ninety (90) day period determines that such bidder will be unable to properly perform the contract,

the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the project.

1.23 Cost of Response.

The City will not be liable for any costs incurred by the bidders in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. The City makes no guarantee that any equipment or services will be purchased as a result of the solicitation and reserves the right to reject any and all responses. All responses and their accompanying documentation will become the record of the City.

1.24 Contract.

The successful bidder's response to this ITB shall be included as an addendum to the contract. Should any conflict or discrepancy arise between the ITB and the contract, the contract shall control. All bidders who are awarded contracts pursuant to this ITB agree to be bound by the terms and conditions set forth in the attached City Contract (Attachment A). If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid.

1.25 Contract Termination.

The City reserves the right to cancel the contract for the work without cost or penalty to the City if, in the City's opinion, there is a failure at any time by the contractor to adequately perform the contract, or if there is any attempt to willfully impose upon the City a material or product or workmanship which is, in the opinion of the City, of an unacceptable quality. Cancellation of the contract shall not impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor.

The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the ITB specifications or contract.

1.26 Contract Modification.

The contract may be modified only by written amendment executed by all parties and their signatories hereto.

1.27 Replacement or Repair.

No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default. The City, at its option and in lieu of immediate termination, may request the awarded bidder replace or repair any defective goods or correct performance by written notice to the contractor. In that event, the contractor shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve the contractor of any liability to the City for damages for the breach of any covenants of the contract by the contractor.

1.28 Expense of Legal Action.

Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees and costs at all stages of the legal action.

1.29 Governing Laws.

The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

1.30 Severability.

Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

1.31 Indemnification and Hold Harmless.

Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

1.32 Statutory Disqualification.

By submitting a response, it is represented that neither it nor any of its officers, directors, shareholders, member, or partners has been convicted or plead guilty or nolo contender to any violation of the Sherman Anti-Trust Act, mail fraud, or other state or federal criminal violation in connection with a contract let by the City of Murfreesboro or any political subdivision of the State of Tennessee.

1.33 Contractor's Employment Practices.

Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

1.34 City's Employment Practices.

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

1.35 Conflict of Interest.

By submitting a response, it is represented that no officer, committee member, or director of the City or other persons whose duty is to vote for, let out, overlook, or in any manner supervise any work on any contract for the City has a "direct interest", as defined by T.C.A. §12-4-101, in the bidder or in the work which is subject to this ITB.

1.36 Ethical Standards.

Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or bid therefore.

1.37 Breach of Ethical Standards.

A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

1.38 Payments.

Payments under the contract shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The final payment shall not be made until after the performance is complete.

1.39 Progress Reports.

Periodic progress reports will be required to be submitted to the City.

1.40 Contract Term.

The time period to complete all work is thirty (30) days from the date of the issuance of the Notice to Proceed.

1.41 Codes & Regulation.

All services and/or equipment must comply with city, county, state, and federal laws, rules, codes and regulations. The contractor will obtain and pay for all permits, if any, necessary to complete the work.

1.42 Non Collusion.

The bidder must be able to execute and include with the bid the Affidavit Relative to Non-Collusion attached as Attachment B.

1.43 Insurance.

The selected bidder must be able to provide proof of comprehensive general liability insurance in a combined single limit amount of not less than One Million Dollars and workers' compensation insurance. The City shall be named as an additional insured on the general liability insurance.

2. SCOPE OF PROJECT

2.1 Purpose.

The purpose of this Invitation to Bid (ITB) is to solicit bids and select the most qualified bidder(s) to Resurface the Playground at the General Bragg Trailhead for the Murfreesboro Parks & Recreation Department.

2.1. Background Information.

Originally constructed in 1996, the Playground Surface has endured extensive wear. This ITB has been prepared for the purpose of replacing the playground surface.

2.3 Description and Scope of Services Requested.

2.3.1. Description of Duties of Contractor.

- a. Contractor shall implement the replacement work as described in Section 5.
- b. Name a project manager to meet with city as requested.
- c. Meet with City representatives as necessary.
- d. A site visit is recommended before submitting a bid. Staging area(s) will be determined during the site visit.
- e. Perform other specific roles as required in this ITB.

2.3.2 Description of Duties of the Murfreesboro Parks & Recreation Department

- a. Monthly payments will be made to the Contractor based on work progress.

- b. Once Contractor has submitted monthly payment request, City will issue payment within thirty (30) days from submittal.
- c. Payments to the Contractor shall be made according to the schedule set out above, but only after receipt of invoices for services performed. The final payment shall be made only after the Contractor has completely performed its duties under this contract and the work has been inspected and accepted by the City.

3. BID AND SUBMISSION REQUIREMENTS.

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the bid be organized in the manner specified below.

3.1 Bid Form.

3.2 Experience and References.

A list of your experience in playground resurfacing for similar projects within the past 5 years; list at least five projects. The examples of your work should be similar to the work identified by the City in terms of scope and function. Please provide contact information including name, title and telephone numbers.

3.3 Non-Collusion Affidavit.

3.4 Drug-Free Workplace Affidavit.

4. EVALUATION

4.1 Bid Evaluation.

- a. Each bid will be evaluated based on the following criteria:
- b. Bidder's Compliance. The City will evaluate bids for compliance and completeness.
- c. Experience. The City will evaluate the overall experience of the bidder.
- d. Costs and Terms. The City will evaluate whether the cost and any proposed terms are, in the City's judgment, consistent with current market pricing, appropriate for the services provided, and commensurate with the level of quality expected.
- e. Other. Any other information that the City deems relevant and material in evaluating the bidders.
- f. It is estimated that the City evaluation will result in a recommendation of an award of contract to the City Council within thirty (30) days from bid opening.

The specifications described in this ITB are designed to establish a minimum level of quality and are not meant to preclude equipment manufactured of equal or better quality.

5. BID SPECIFICATIONS

Description and Scope of Services Requested – Replacement of Playground Surface

5.1 Description of Duties of Contractor.

Project Description: Project shall include installation of poured in place surfacing for the playground located at the General Bragg Trailhead, 1540 West College Street. All necessary material components, equipment and supplies necessary and application overview required to install poured in place surfacing shall be required.

Area: The contractor shall ensure that all areas covered with the new rubberized surfacing meet all current industry standards regarding safety and accessibility. The contractor shall use the measurements and thickness shown as a reference. The final thickness shall be determined by the contractor as prescribed by the product manufacturer in accordance with current safety guidelines for rubberized playground surfacing.

1. A minimum of 2 ½ inch pour over an area of 2500 square feet.

Inspection: Prior to application of poured in place surfacing, the contractor shall evaluate the sub-base for grade and structural performance. The contractor shall notify the City of all discrepancies and proceed only when conditions are corrected.

Surface Preparation: The old existing surface shall be removed. The contractor is responsible for disposal of all debris. The bare surface shall be cleaned and prepped prior to installation of new surface according to product guidelines.

Suggested Installation:

1. Primer shall be applied as needed.
2. Styrene Butadiene Buna (SBR) base material shall be mechanically mixed at a ratio of 12% binder to 88% SBR buffings.
3. A form shall be used to maintain the proper depth of base. Straight edge and strike off material excess to desired thickness; trowel as required to smooth finish.
4. The contractor shall determine the final thickness based on current playground safety standards.
5. After curing, surface installation shall begin.
6. Primer as required.
7. Ethylene Propylene Diene Monomer (EPDM) surface materials shall be mechanically mixed at a ratio of 20% Shell Flex Binder to 80% EPDM Color Material. Color selection shall be made by the City. Contractor shall supply samples for color selection.
8. A form with ½" depth shall be used to achieve uniform thickness. Straight edge and strike off excess material; trowel as required to smooth finish. Remove all forms and smooth edges and sides.

NOTE: These are suggested installation procedures and shall not supersede the manufacturer's recommendation for installation. Manufacturer's installation requirements must be met in all cases.

Job Condition:

1. Ambient air temperatures shall be above freezing and meet manufacturer's recommendations and remain so for 48 hours after completion.
2. All material shall be protected from weather and vandalism, before, during and after application to ensure proper curing. Damage due to vandalism will be corrected at the expense of the contractor. The City assumes NO responsibility for damage that occurs due to weather, vandalism, or any other reason until after the job is accepted by the City.

Security:

1. Security shall be an essential part of the application.
2. Foot traffic must be restricted on both the base and top course installations as required for proper curing.
3. It is the sole responsibility of the contractor to provide the needed security.

Delivery, Storage and Handling:

1. All materials shall be delivered in good condition in original, unopened packages with all labels and documentation intact.
2. Materials shall be protected from the weather. The contractor must provide for all material storage and security.

Site Inspections:

The Contractor is required to contact the City at the following phases of the project for inspection purposes:

1. After the old playground surface is removed.
2. After the forms are in place and before the new base materials are installed.
3. After the new base materials are installed.
4. After the forms are in place and before the finish coat is installed.
5. At the completion of the project.

Other:

1. Playground surface must meet all local, state and federal requirements.
2. Material and finish procedures must meet CPSC, ASTM and ADA for both impact attenuation and handicap accessibility.
3. All tests required to show surfacing meets all required standards shall be performed and results given to the City for review prior to the final acceptance of the project.
4. All materials normally furnished shall be included whether specified or not.
5. The City is exempt from federal and state taxes.

Specifications furnished in the request for quotation are intended to establish a desired quality level which will provide the City with the best product available at the lowest price. A bidder may substitute articles so long as the substitution is equal and/or better and of comparable quality to the specified items.

PROJECT COMPLETION DATE: Project must be completed within thirty (30) days from execution of contract. If more than 30 days required, give exact project schedule.

WARRANTY: Five (5) years labor and materials.

6. BID FORM/PRICING SCHEDULE

Solicitation Name: Playground Resurfacing – General Bragg Trailhead

Price must include all services required to provide materials, parts, labor, accessories and equipment necessary to perform. Pricing shall be effective for one (1) year from date of contract award. By signing the

PRICING SCHEDULE

	Description	Quantity	Unit Cost	Total
1.	Mobilization*		N/A	
	Includes equipment			
	Foot traffic			
	Security			
	*This cost is an estimate and only actual cost will be paid.			
2.	Materials (List each type and cost)			
3	Demolition and Removal of Old Playground Surface			
4.	List any additional cost not listed above and fully explain			
	Grand Total			

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) calendar days from the date of award, to furnish any or all of the items and/or services upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.

Bidder has attached a list of prior experiences required in Section 3 of this ITB.

Yes _____ No _____

Bidder has attached executed Non-Collusion Affidavit

Yes _____ No _____

Bidder has attached executed Drug-Free Workplace Affidavit

Yes _____ No _____

In figures \$ _____

In written form _____

_____ Dollars

THIS RESPONSE SHALL BE REJECTED IF NOT SIGNED WHERE INDICATED.

Name of Firm: _____

Form of Business: _____

Authorized Signature and Date: _____

Name Printed and Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail: _____

ATTACHMENT A

CONTRACT BETWEEN CITY OF MURFREESBORO AND

(CONTRACTOR NAME)

FOR PLAYGROUND RESURFACING – GENERAL BRAGG TRAILHEAD

This contract is entered into on this _____, by and between THE CITY OF MURFREESBORO, a municipal corporation of the State of Tennessee ("City") and CONTRACTOR NAME, and _____ of the State of Tennessee ("Contractor"). This contract consists of the following documents:

- Invitation to Bid issued _____
- Bid specifications issued _____
- Contractor's Bid Response dated _____
- This Contract

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- Any properly executed amendment or change order to this contract (most recent with first priority)
 - This Contract
 - Invitation to Bid & Bid Specifications
 - Contractor's Bid Response
1. **Duties and Responsibilities of Contractor.** Contractor agrees to replace playground surface at the General Bragg Trailhead as set forth in the Invitation to Bid, Bid Specification, and Contractor's Bid Response.
 2. **Duties and Responsibilities of the City.** The City shall provide reasonable access to the work area for contractor forces, during normal hours of operation.
 3. **Term.** This contract shall not be effective until approved by the City Council and signed by all required parties.
 4. **Payment.** Monthly payment will be made by the City based on work progress after services have been received, accepted, and properly invoiced. Once Contractor has submitted a monthly invoice, the City will issue payment within thirty (30) days form submittal of the invoice. The final payment shall be made only after Contractor has completely performed its duties under this contract and the work has been accepted by the City and Engineer upon final inspection.
 5. **Price.** The price for services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid which reflects a total price of _____.
 6. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.

7. **Termination—Funding.** Should funding for the playground resurfacing be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
8. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
10. **Notices.**
 - a. Notices to City including but not limited to notice of assignment of any rights to money due to Contractor under this Contract must be mailed or hand delivered to the attention of City Manager, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139.
 - b. Notices to Contractor shall be mailed or hand delivered to Contractor, Insert Name and Address.
11. **Maintenance of Records.** Contractor shall maintain documentation for all charges associated with services provided pursuant to this Contract. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
12. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be executed by signature of the City Manager in lieu of the City's signatory hereto.
13. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
14. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
15. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which
16. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy.
17. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the Contract, and,
 - b. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - c. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
18. **Insurance.** The Contractor must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers' compensation insurance as required by the State of Tennessee. Contractor must notify City if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.
19. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.
20. **Assignment—Consent Required.** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.
21. **Entire Contract.** This Contract, Invitation to Bid, Bid Specifications, Plans and Contractor's bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
22. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.
23. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
24. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
25. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.
26. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered

mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

- a. Notices to City shall be sent to:
 Department: City of Murfreesboro Administration
 Attention: Purchasing Department
 Address: Post Office Box 1139
 111 West Vine Street
 Murfreesboro, TN 37133-1139
- b. Notices to Contractor shall be sent to:
 Contractor:
 Attention:
 Address:

27. **Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the City Council and signed by the Mayor. When it has been so signed, this Contract shall be effective as of the date first written above.

CITY OF MURFREESBORO

By: _____

Shane McFarland, Mayor

Approved as to form:

Susan Emery McGannon, City Attorney

Kelley Baker, Staff Attorney

CONTRACTOR NAME

[TYPE IN THE NAME OF THE COMPANY]

SAMPLE CONTRACT DO NOT SIGN

By: _____

[INSERT NAME & TITLE OF SIGNING
AUTHORITY FOR CONTRACTOR]

STATE OF TENNESSEE)
 : ss
COUNTY OF _____)

Before me, the undersigned notary public, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____, or other officer authorized to execute the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and seal this
 ____ day of _____, 2015.

Notary Public

My Commission Expires:_____

ATTACHMENT B

**NON-COLLUSION
AFFIDAVIT OF PRIME BIDDER**

State of _____

County of _____

_____, being first duly sworn, deposes and says that;

1. The undersigned is the (owner, partner, officer, representative, or agent) of _____, the bidder submitting the attached bid.
2. Bidder is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
3. Neither the said bidder nor any of its officer, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit an collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, or, to fix any overhead, profit, or cost element of the bid price or unlawful agreement any advantage against the City of Murfreesboro or any person interested in the proposed contract.
4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agent, representatives, owners, employees, or parties in interest including this affidavit.

Name of Bidder

Printed Name and Title

Sworn to and subscribed before me a Notary Public for the above state and county, on
This _____ day of _____ 20____

Notary Public

My Commission Expires

**ATTACHMENT C
BIDDER AFFIDAVIT ON COMPLIANCE
WITH DRUG-FREE WORKPLACE ACT AND CERTIFICATE**

State of _____

County of _____

Bidder, after being first duly sworn, affirms that it has a Drug-Free Workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9, in effect at the time of submission of its bid, at least to the extent required of governmental entities. Bidder affirms that:

1. It has receives a Certificate of Compliance with the applicable sections of the Drug-Free Workplace Act from the Department of Labor and Workforce Development and has attached a copy of such certificate to this affidavit; or
2. It operates a drug and alcohol testing program at least as stringent as the City of Murfreesboro's drug and alcohol testing program as contained in Sections 3005 and 3008 of the City of Murfreesboro Employee Handbook and shall, upon request, provide documentation of such program to the city.

Name of Bidder

Printed Name and Title of Principal Officer

Signature of Principal Officer

Sworn to and subscribed before me a Notary Public for the above state and county, on
This _____ day of _____ 20____

Notary Public

My Commission Expires

**ATTACHMENT D
BOND FOR PERFORMANCE AND PAYMENT
STATE OF TENNESSEE
COUNTY OF RUTHERFORD**

KNOW ALL BY THESE PRESENTS:

That we, _____ (hereafter called the "Principal"), and _____, a _____ duly qualified and authorized under the laws of the State of Tennessee to act as surety on bonds (hereinafter called the "Surety"), are held and firmly bound unto the City of Murfreesboro, Tennessee, a municipal corporation created and existing under the laws of the State of Tennessee (hereinafter called the "Obligee"), in the penal sum of _____ Dollars (\$_____), lawful money of the United States of America, to be paid to the Obligee as aforesaid, for the payment whereof well and truly to be made we do bind ourselves, our respective executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain contract with the Owner, dated the _____ the day of _____, 2015, for the Playground Resurfacing at General Bragg Trailhead, a copy of which is hereto attached and made a part hereof, the same as if set forth fully herein; NOW, THEREFORE, if the Principal shall in all respects well, faithfully and fully perform the terms and conditions of said Contract on its part and shall pay the said Obligee all costs, damage and injuries sustained by said Obligee by reason of any failure on the part of the said Principal to fully perform said contract and shall indemnify and save harmless the Obligee from any and all liability of any nature, kind and character which may be incurred in the performance or fulfillment of such contract or other such liability resulting from negligence, or otherwise on the part of such Principal, and shall reimburse and repay the Obligee for all expenditures of every kind, character and description which may be incurred by the Obligee in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract, and further shall promptly pay in lawful money of the United States of America all persons supplying the said Principal or any subcontractor with labor, materials, and supplies used directly or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said Contract, then this obligation shall become null and void, else to remain in full force and effect.

Any failure or default on the part of the Principal in the payment of any lawful claim, or any person supplying the said Principal or any subcontractor with labor, material and supplies used directly or indirectly as aforesaid in the prosecution of the work provided for in said Contract, shall give such person a direct right of action against the Principal and Surety under this obligation; provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this bond after one (1) year from the date on which final payment under Contract falls due. It is further covenanted and agreed that any alteration or addition made under said Contract or in the work to be performed thereunder or the granting of any extension of time for the performance of the Contract or any other forbearance by or on the part of either the Obligee or the Principal shall not in any way release the Principal and the Surety, or either of them, their executors, administrators, successors or assigns, from any liability hereunder. Notice to the Surety of such alterations, extensions, or forbearance is hereby expressly waived. This obligation shall remain in full force and effect until the full performance of all covenants, terms and conditions herein stipulated.

IN WITNESS WHEREOF, the said _____ as Principal, has hereto set its hand, and the said _____, as Surety, has caused these presents to be signed in its name by its attorney in fact, under its corporate seal, this the _____ day of _____, 20____.

Signed, sealed and delivered in the presence of:

ATTEST: _____
(Principal)

(As to Principal)

By: _____

(Surety)

(As to the Surety)

By: _____
Its Attorney in Fact

**ATTACHMENT E
REFERENCE LISTING FORM**

List a minimum of 5 references (other than the City of Murfreesboro) for similar projects and contracts, preferably governmental, which you have completed within the past 3 years.

1 CUSTOMER NAME:

ADDRESS: _____
TELEPHONE: (____) _____ EMAIL: _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: \$ _____

2 CUSTOMER NAME:

ADDRESS: _____
TELEPHONE: (____) _____ EMAIL: _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
CONTRAT AMOUNT: \$ _____

3 CUSTOMER NAME:

ADDRESS: _____
TELEPHONE: (____) _____ EMAIL: _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: \$ _____

4 CUSTOMER NAME:

ADDRESS: _____
TELEPHONE: (____) _____ EMAIL: _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: \$ _____

5 CUSTOMER NAME:

ADDRESS: _____
TELEPHONE: (____) _____ EMAIL: _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: \$ _____

My company has been in this type of business for ____ years